

CHICAGO AND



TRANSPORTATION COMPANY

December 27, 1979

RECORDATION NO. 10247-2 Filed 1425

K
BERNARD J. ALLEN
DIANE KOHLER-RAUSCH
JOAN A. SCHRAMM
ASSISTANT SECRETARIES

File No. : A-10829

DEC 31 1979 - 2 40 PM

9-385A042

Interstate Commerce Commission
Washington, DC 20423

INTERSTATE COMMERCE COMMISSION

Attention: Ms. Agatha Mergenovich, Secretary

Dear Ms. Mergenovich:

DEC 31 1979

Pursuant to Section 11303 (a), (formerly Section 20c), of the Interstate Commerce Act, as amended, attached for recordation are counterparts of Lease Supplement No. 12 dated as of December 27, 1979, to Lease dated as of February 22, 1979, and assigned Recordation No. 10247.

Fee \$ 10.00
ICC Washington, D.C.

The names and addresses of the parties to the transaction are as follows:

1. First Maryland Leasecorp.
25 South Charles Street
Baltimore, MD 21203, Lessor.
2. Chicago and North Western Transportation Company
400 West Madison Street
Chicago, IL 60606

Enclosed is a check for \$10.00 to cover your recording fee. Please keep one counterpart and return the others showing your recordation data.

Very truly yours,

Diane Kohler-Rausch

Diane Kohler-Rausch
Assistant Secretary

DKR/pr

Enclosures

cc: Michael T. Pyles, VP
First Maryland Leasecorp.
Baltimore, MD 21203
W. D. Anderson
R. D. Smith
G. M. Hollander
R. F. Guenther, Attn: J. James*
D. E. Stockham, Attn: G. Ogurek*

Leslie J. Polt
Weinbert & Green
10 Light St., 19th Floor
Baltimore, MD 21203
Arthur Anderson & Company
Attn: G. Holdren*
Rich Bolgioni*

RECEIVED
DEC 31 2 35 PM '79
FEE OPERATIONS

* with copy of Supplement

Interstate Commerce Commission

Washington, D.C. 20423

12/31/79

OFFICE OF THE SECRETARY

Diane Kohler Rausch
Chicago & North Western Transp. Co.
400 West Madison Street
Chicago, Illinois 60606

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/31/79 at 2:40pm, and assigned recordation number(s). 10247-K & 10247-L

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

LEASE SUPPLEMENT NO. 11

RECORDATION NO. 10247 Filed 1/25

NOV 27 1979 - 1 50 PM

INTERSTATE COMMERCE COMMISSION

THIS LEASE SUPPLEMENT is dated November 21, 1979 by and between FIRST MARYLAND LEASECORP, as lessor (herein called "Lessor"), and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, as lessee (herein called "Lessee"):

W I T N E S S E T H:

WHEREAS, Lessor and Lessee have heretofore entered into a certain Equipment Lease Agreement dated as of February 22, 1979 (herein called the "Lease", the terms defined in the Lease being used herein with the same meanings), which Lease provides for the execution and delivery of one or more Lease Supplements substantially in the form hereof, for the purposes of identifying the specific Units of Equipment subject to the Lease and of leasing the same under and in accordance with the terms of the Lease as and when such Units are delivered by Lessor to Lessee in accordance with the terms hereof.

WHEREAS, the Lease relates to the specific Units of Equipment described herein.

NOW, THEREFORE, in consideration of the premises and intending to be legally bound hereby, Lessor hereby delivers the Units of Equipment described in Schedule 1 attached hereto, and Lessee hereby accepts said Units of Equipment from Lessor under the Lease, under the following terms and conditions:

1. Term: Commencing upon Delivery and Acceptance of the Units of Equipment on November 27, 1979 and expiring September 30, 1989.
2. First Basic Rent Payment Date: December 30, 1979
3. Rent payable on December 30, March 30, June 30 and September 30, all payable in arrears.
4. Interim Rent: .02639% of Lessor's Cost multiplied by the number of days from and including the Settlement Date to and including, and due and payable on, the First Basic Rent Payment Date.
5. Settlement Date: November 27, 1979
6. Amount of Basic Rent payable on each Basic Rent Payment Date - 3.3174% of Lessor's Cost (the "Basic Lease Rate Factor"), plus applicable sales or use taxes, except as provided in paragraph 4.
7. Lessor or Lessee Options: Section 6(b) and 6(c) of Lease.
8. Stipulated Loss Value: As set forth in attached Schedule 2.

9. Delivery Date: See attached Schedule 1.
10. Basic Lease Term Commencement Date: September 30, 1979.
11. Return of Equipment: Section 6(a) of the Lease.

All the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.

Representations by the Lessee

Lessee hereby represents and warrants to Lessor, that on the Delivery Date with respect to each Unit of Equipment:

(a) the representations and warranties of the Lessee set forth in the Lease are true and correct in all material respects on and as of such date as though made on and as of such date;

(b) the Lessee has satisfied or complied with all requirements set forth in the Lease to be satisfied or complied with on or prior to such date;

(c) no Event of Default under the Lease or event which, with the giving of notice or the lapse of time, or both, would become such an Event of Default has occurred and is continuing; and

(d) Lessee has obtained, and there are in full force and effect, such insurance policies with respect to such Units of Equipment required to be obtained under the terms of the Lease.

This Lease Supplement has been delivered in the state of Maryland and shall in all respects be governed by, and construed in accordance with, the laws of the state of Maryland, including all matters of construction, validity, and performance.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed as of the day and year first set forth above.

LESSOR:

FIRST MARYLAND LEASECORP

By 
As its:

LESSEE:

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

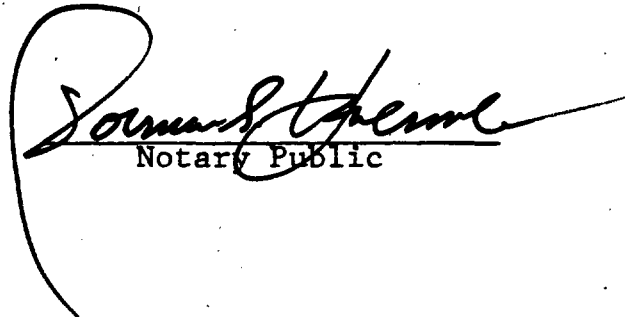
By 

Senior Vice President-Finance

STATE OF MARYLAND)
)
CITY OF BALTIMORE) SS.

BEFORE ME, the Subscriber, a Notary Public in and for said County and State, personally appeared Michael T. Pyles, Vice President of First Maryland Leasecorp, the corporation which executed the foregoing instrument, who acknowledged he did sign said instrument as such officer on behalf of said corporation, and by authority of its Board of Directors, and that the execution of said instrument is his free and voluntary act and deed individually and as such officer, and the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this 26th day of Nov., 1979.


Notary Public

STATE OF ILLINOIS)
)
COUNTY OF C O O K) SS.

BEFORE ME, the Subscriber, a Notary Public in and for said County and State, personally appeared J. M. Butler, Senior Vice President-Finance of Chicago and North Western Transportation Company, the corporation which executed the foregoing instrument, who acknowledged he did sign said instrument as such officer on behalf of said corporation, and by authority of its Board of Directors, and that the execution of said instrument is his free and voluntary act and deed individually and as such officer, and the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this 21st day of November, 1979.


Notary Public

SCHEDULE-1
TO LEASE SUPPLEMENT NO. 11

QTY	DESCRIPTION	BUILDER/VENDOR	I.D. NO.	DELIVERY/ ACCEPTANCE DATE	NEW/ USED	COST PER UNIT	TOTAL COST
5	Tractors	Tractor Loader Sales & Service	17-3231/35	11/27/79	New	18,746.00 \$	93,730.00
3	250 CRM Pneuma- tractors	Aggregate Equip- ment & Supply	17-3212/14	11/27/79	New	28,900.00 Freight	86,970.00 1,130.04 <u>88,100.04</u>
	Freight on 3 Pneumattractors	Aggregate Equip- ment & Supply	17-3209/11	11/27/79	New	Freight	984.00
					TOTAL		<u>\$182,814.04</u>

LEASE OF RIGHT-OF-WAY MAINTENANCE EQUIPMENT

Schedule 2

Stipulated Loss Value Schedule

Table II (10 Year Term)

<u>Rental Payment Date</u>	<u>Percentage</u>
September 30, 1979	104.2628834
December 30, 1979	108.6112533
March 30, 1980	109.5687998
June 30, 1980	109.2632697
September 30, 1980	108.6428882
December 30, 1980	107.8657329
March 30, 1981	107.1193915
June 30, 1981	106.2851968
September 30, 1981	105.4876600
December 30, 1981	104.6051195
March 30, 1982	103.6864043
June 30, 1982	102.6657812
September 30, 1982	94.4269983
December 30, 1982	93.1928520
March 30, 1983	91.9306448
June 30, 1983	90.6266119
September 30, 1983	89.2564598
December 30, 1983	87.8083555
March 30, 1984	86.1953151
June 30, 1984	84.6079208
September 30, 1984	75.8013523
December 30, 1984	74.0027047
March 30, 1985	72.0453997
June 30, 1985	70.1814055
September 30, 1985	68.2567496
December 30, 1985	66.2576189
March 30, 1986	63.9631490
June 30, 1986	61.8297030
September 30, 1986	52.4828302
December 30, 1986	50.1475489
March 30, 1987	47.5234001
June 30, 1987	45.1282299
September 30, 1987	42.6783386
December 30, 1987	40.1578846
March 30, 1988	37.2121710
June 30, 1988	34.5633905
September 30, 1988	31.8630766
December 30, 1988	29.0943733

LEASE OF RIGHT-OF-WAY MAINTENANCE EQUIPMENT

Schedule 2

Stipulated Loss Value Schedule

Table II

Page 2

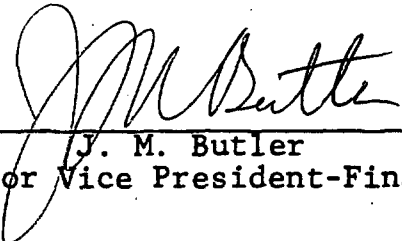
<u>Rental Payment Date</u>	<u>Percentage</u>
March 30, 1989	25.8355953
June 30, 1989	22.9418981
September 30, 1989 (and for any applicable period, including any storage, thereafter)	20.0000000

C E R T I F I C A T E

I, J. M. Butler, Senior Vice President-Finance
CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY (the
Lessee) DO HEREBY CERTIFY AS FOLLOWS:

1. All of Lessee's representations and
warranties contained in Section 5(b) of the Lease
Agreement between First Maryland Leasecorp and
Lessee, dated as of February 22, 1979, (the Lease)
are true and correct as though made as of this date.

2. No Event of Default, or event which
with the giving of notice of passage of time, or
both, would be an Event of Default, has occurred or
is continuing under the Lease.



J. M. Butler
Senior Vice President-Finance

Dated: November 27, 1979